



## CONSTRUCTION RIGHT OF WAY PERMIT APPLICATION

PROJECT NAME: \_\_\_\_\_ PARCEL NUMBER: \_\_\_\_\_

SITE/PROJECT ADDRESS: \_\_\_\_\_

**PERMITEE/AUTHORIZED AGENT:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_\_) \_\_\_\_\_ Cell Phone: (\_\_\_\_\_) \_\_\_\_\_

PROPERTY OWNER: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**CONTRACTOR INFORMATION:**

Company Name: \_\_\_\_\_ Email: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contractor's Registration No: \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Lake Stevens Business License No: \_\_\_\_\_ Expiration Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

**\* CERTIFICATE OF LIABILITY INSURANCE WITH LETTER OF ENDORSEMENT OR BOND MUST BE ATTACHED TO APPLICATION \***

PROJECT DESCRIPTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\* ATTACH TRAFFIC CONTROL PLAN AND PROPOSED DETOUR MAP (IF APPLICABLE) \***

ROADWAY/SHOULDER ASPHALT CUTS: Y / N NUMBER OF CUTS: \_\_\_\_\_

PROJECT ADJACENT TO OR WITHIN WETLANDS, CRITICAL AREAS OR BUFFERS (INCLUDING SLOPES): Y / N (YES - ATTACH SITE MAP)

ROAD OR LANE CLOSURE REQUESTED: Y / N (YES – REQUESTED DATES & TIMES): \_\_\_\_\_

\_\_\_\_\_

**INDEMNIFY AND HOLD HARMLESS:** The Permittee agrees to indemnify and hold harmless the City of Lake Stevens as provided herein to the maximum extent possible under law. Accordingly, the Permittee agrees for itself, its successors, and assigns, to defend and indemnify the City of Lake Stevens its appointed and elected officials and employees from and against liability for all claims, demands, suits, and judgments, including cost of defense thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to Permittee's exercise of rights and privileges granted by this permit. The Permittee's obligations under this permit shall include, indemnification of claims made by the Permittee's own employees or agents and waiver of the Permittee's immunity under the industrial insurance provisions of Title 51 RCW, which waiver has been mutually negotiated by the parties. In the event it is necessary for the City of Lake Stevens to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from the Permittee. In the event it is determined that RCW 4.24.115 applies to this permit, the Permittee agrees to defend, hold harmless, and indemnify the City of Lake Stevens to the maximum extent permitted, and specifically for its negligence concurrent with that of City of Lake Stevens to the full extent of Permittee's negligence.

**LEGAL COMPLIANCE:** Permittee agrees to prosecute work under the permit with all diligence and speed. At the expiration of the permit, the rights herein conferred shall cease and terminate, unless specific written provisions are made for a renewal or extension. The undersigned, its successors and assigns, agrees if granted the above permit, to comply with the provisions, conditions, and requirements of the permit, and regulations adopted in the City of Lake Stevens Municipal Code and administrative rules authorized by the Code. Inspections or final approval by the City does not relieve the Permittee from its obligation to fully comply with state and city laws and regulations.

**AUTHORITY:** The undersigned acknowledges that the information submitted in support of this permit is true and correct and he/she is the Permittee or authorized by the Permittee to execute this permit and agrees to the General Terms and Conditions on the reverse side of this Permit.

**READ TERMS AND CONDITIONS ON REVERSE OF THIS PERMIT AND SIGN BELOW – APPLICATION WILL NOT BE ACCEPTED WITHOUT SIGNATURE**

PERMITEE/AUTHORIZED AGENT: \_\_\_\_\_ DATE: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS

1. Costs of review and inspection applicable to the project, over and above initial fee estimate, will be reimbursed to the city prior to final inspection.
2. Permittee is required to notify the City of Lake Stevens by calling the Public Works Department at 425-377-3222 between 24 and 72 hours before entering the right-of-way. Failure to give notice will result in the assessment of a one-hour inspection time charge against the permittee. This assessment is in addition to any other remedy available under law or equity, which the city may wish to pursue and shall not be construed as an election of remedies by the city.
3. It is the responsibility of the permittee to notify all utility districts and private property owners when such property is liable to injury or damage through the performance of the requested work. Call the Utility Locate Line, 3-working days in advance for underground utility location. This instruction does not relieve the permittee from required notification of the City of Lake Stevens Public Works Department.
4. Before the work is accepted by the city, all of the direct costs and expenses involved in administering said permit must be paid to the city by the permittee. This includes labor charges for review, inspection and supervision of work in progress by field personnel.
5. Any deviation from the proposed plan, resulting in what is commonly known as the "as-built" condition must be approved in advance by the city. Change order must show "as-built" position relative to grade line and centerline of right-of-way and any other installations in the right-of-way.
6. All hard surfaced roads are to be jacked or bored. Exceptions may be granted on a case-by-case basis, with the express permission from the City of Lake Stevens Public Works Director or his designee.
7. Maintain a minimum of one lane traffic at all times unless granted express permission from the City of Lake Stevens Public Works Director or his designee. Traffic control shall follow the provisions of Section 1-07.23 of the WSDOT/APWA Specifications. Signs, barricades and flagging shall be in accordance with the most current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for streets and highways. A traffic control plan will be submitted for the City of Lake Stevens Public Works Departments approval, on all arterial roadways.
8. Asphalt shall be neat line sawcut a minimum of 1 foot back from trench edge (3' back on transverse cuts). Restoration at a minimum shall include 4" of asphalt treated base (ATB), under 2" of class "A" or class "B" asphalt.
9. Approved plans are required on the job.
10. Use of metal plates in roadways are discouraged, no plates are to be left in roadway over night without prior approval and an inspection by the Public Works Department. Requests for approval and inspection must be made prior to 1:00pm on the same business day.
11. All arterial driving lanes shall be open before 8:30 am and after 4:00 pm. Exceptions maybe granted on a case-by-case basis, with the express permission of the City of Lake Stevens Public Works Director or his designee.
12. All restoration shall be equal to or better than pre-existing conditions. All backfill in right-of-way shall be 100% crushed rock, compacted to 95% compaction.
13. The permanent asphalt patch shall be completed within 10 days of completion of work in the right-of-way.
14. Please review all plans for any redline corrections.
15. Additional erosion control measures may be required by the City of Lake Stevens Public Works or Planning Departments.
16. All roads occupied under this permit shall be open to use by the general public.
17. The permittee, its successors and assigns, is given and granted the right and authority to enter upon the right-of-way or public place for the purpose of performing the work described in this permit and approved by the city.
18. Before any work commences, the site must be inspected, reviewed and approved by the city with respect to:
  - A. Location
  - B. Type of construction
  - C. Materials and equipment to be installed
  - D. Manner of erection or construction
  - E. Mode of operation of the installed facility
  - F. Manner of maintenance of installed facility
  - G. Method of safeguarding public traffic both during working hours and during non-working hours, while the project is under construction
19. After the installation, operation, maintenance or removal of a utility or facility, the permittee shall restore all rights-of-way and public places to the condition, which is equal to, or better in all respects to the condition they were in before starting work.
20. In the event that any damage of any kind is caused by the permittee in the course of performing work authorized by this permit, the permittee will repair said damage at its sole cost and expense. Repair work shall begin without delay and continue without interruption until completed. If damage is extensive, the time allowed for repair will be prescribed by the city.
21. The city may at anytime do, order or have done any and all work considered necessary to restore to a safe condition left by the permittee in a condition dangerous to life or property and upon demand the permittee shall pay the city all costs of such work, materials, etc.
22. When the city deems it advisable to change the alignment or grade of any right-of-way or public place or structure by widening, grading, regrading, paving, improving, altering, or repairing same, the permittee upon written notice by the city's representatives or agents will at its own sole cost and expense, raise, lower, move, change or reconstruct such installations to conform with the plans of work contemplated or ordered by the city according to a time schedule contained in the written notice.
23. Penalties may be imposed by the city, if the permittee delays relocation of facilities beyond the time limits prescribed by the city. The city reserves the right to order its own agents or representatives to accomplish the desired change and all costs of relocation or removal shall be borne by the grantee.
24. All such changes for construction or relocation by the permittee, shall be done in such manner as will cause the least interference with any of the city's work. The permittee shall have seventy-two (72) hours written notice by the city's representatives or agents of any blasting contiguous to the permittee's permit rights, in order that it may protect its interests.
25. This grant or privilege shall not be deemed or construed to be an exclusive franchise. It does not prohibit the city from granting other permits or franchise rights of like nature to other public or private utilities, nor shall it prevent the city from any of its roads, streets, public places for any and all public use or affect its jurisdiction over all or any part of them.
26. All the provisions, conditions, requirements and regulations herein contained shall be binding upon the successors and assigns of the permittee and all privileges of the permittee shall be given to such successors and assigns as if they were specifically mentioned.
27. The city may unilaterally revoke, annul or terminate, revise or amend this permit without cause and for any reason including, but not limited to:
  - A. Permittee's failure to comply with any provision, requirement or regulation herein set forth;
  - B. Permittee's willful neglect of, or failure to heed or comply with notices given it;
  - C. Permittee's facilities are not installed, operated or maintained in conformity with conditions herein set forth;
  - D. Permittee's failure to conform to any applicable law or regulation as currently exists or may hereafter be enacted, adopted or amended.
28. Permittee by accepting this permit agrees to obtain information from all utility departments regarding location and current status of their installations before starting work. Private property owners adjoining or in proximity to the right-of-way shall be notified when such property is exposed to the possibility of injury or damage through performance of this project. The permittee shall make all advance arrangements necessary to protect such property and/or utility from injury or damage.
29. The issuance of this permit to the permittee does not relieve the permittee of any other applicable law in performing the work subject to this permit.
30. Work in the ROW shall be from 7:00 a.m. - 7:00 p.m., Monday through Friday, unless given prior written permission from the Director of Public Works.